Copies of
Deeds to
City of Boston
of land for the
Back Bay Park

No 1

J. L. FAIRBANKS & Co., Stationers, 288 Washington Street, Boston.

ENGINEERS OFFICE · BOSTON · CITY

ASCE · BOSTON SOCIETY OF CIVIL ENGINEERS

Copies of Deeds to City of Boston of land for the Back Bay Park

No 1

Comm. of Mass. — to — City of Bost.

G. 1404.7
F. 217

Dec. 19 1877

Know all Men by these Presents.

That the Commonwealth of Mass., acting by its Board of Land Commis., in consideration of One dollar to said Commonwealth paid by the City of Boston, the receipt whereof is hereby acknowledged and in further consideration of the laying out by the City of Boston of a Public Park upon the Back Bay, does hereby grant, convey and release unto the said City of Boston, its successors and assigns, so far as said Commonwealth has any right or interest therein, the right to locate, lay out, have, hold, enjoy and maintain forever in accordance with law a Public Park and all the Park Ways shown on an out-lined plan hereto annexed, a duplicate copy whereof is filed with said Board of Land Commissioners, hereby waiving any rights said Commonwealth may have therein, under any provisions in any Indentures heretofore made between said Commonwealth of Mass., and the Boston Water Power Company, in relation to any part of the lands included within the limits of said Park and Park Ways. In witness whereof the said Commonwealth of Mass. by its said Commissioners has signed and sealed these presents this Nineteenth day of December 1877. Willard P Phillips, Edwd C Pundy, Horace G. Bacon Land Commissioners

and each a seal Signed sealed and delivered
in presence of Fredk. Abbot Suffolk ss. Boston
December 19th 1877 Then personally appeared the within
named Edward C. Purdy, and acknowledged the
foregoing instrument to be the free act and deed
of this Commonwealth, before me David Pulsifer
Justice of the Peace Commonwealth of Mass.
In Council Dec. 21st 1877 Approved Henry B
Peirce Secretary, and the Commonwealth seal.
The Boston Water Power Co. hereby assents to the
foregoing release to the City of Boston. The Boston
Water Power Co. by James S. Whitney President, W.
B. Brown Treasurer, and the corporate seal.
Dec. 29 1877 at one oclock and thirty minutes P. M.
Received Entered and Examined
Attest Thos. F. Temple Reg.

Foster
etals
Trustees
to
City of Boston

L. 1404
F. 225

Dec. 28
1877.

Know all men by these Presents.
That We Wright Foster, Lyman Nichols and Jacob Edwards as we are Trustees under a certain Deed of Trust of the Boston Water Power Co. dated June 1 1874 and recorded with Suffolk Deeds Lib. 1219 Fol. 156 in consideration of ~~3~~ Dollars paid by the City of Boston the receipt of whereof is hereby acknowledged, do hereby remise release and forever quitclaim unto the said City of Boston, all the right title and interest which we may have under the aforesaid Deed of Trust in or to the following described parcels of lands and flats being a portion of the premises therein conveyed, namely:— all the lands and flats conveyed by said Deed of Trust, and included within the limits of the proposed Park on the Back Bay in the City of Boston as shown on an outlined Plan of a proposed public Park on the Back Bay in the City of Boston made by Thomas Doane Civil Engineer and Surveyor Dec 15 1877 to be recorded with the Suffolk Registry of Deeds.
Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Commonwealth Avenue extended from West-Chester Park to Beacon St. 200' wide.
Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Boylston St. extended from the location of the

Boston and Albany Railroad Parker St. 80' wide.
Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Westland Avenue extended from West Chester Park to Parker St. 80' wide.
Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Walton St. extended from the location of the Boston and Albany Railroad to Falmouth St. 50 feet wide.
Also All the lands and flats conveyed by said Deed of Trust and included within the limits of Falmouth St. extended from the easterly line of Walton St. to Camden St. 50 feet wide.
Also all the lands and flats conveyed by said Deed of Trust and included within the limits of Camden St. extended from the northwesterly line of Falmouth St. to the location of the Boston and Providence Railroad 50 feet wide. Together with the right of building and maintaining said Streets and Avenues at such height as the City of Boston may determine with the usual slopes.
Also 1639 square feet of land this day conveyed to the City of Boston by the Boston Water Power Company for Bridge Abutments on West Chester Park south of the Boston and Albany Railroad.— All the said Streets and Avenues are shown on a plan of Thomas W. Davis

City Surveyor, dated Dec. 17, 1877. to be recorded with Suffolk Registry of Deeds. To Have and To Hold the same to the said City of Boston and its successors and assigns to its and their use and behoof forever. But this release shall not in any way affect, or impair, our right to hold, under said mortgages and as security for the sum remaining due thereon, all the remainder of the premises therein conveyed and not hereby released. In Witness Whereof We have hereunto set our hands and seals this 28 day of Dec 1877 Dwight Foster Lyman Nichols Jacob Edwards and each a Seal. In presence of In 17th line of first page the words "Now therefore" interlined before signing Also in the eleventh line of the 3d page the word "heirs" erased and the words "successors" inserted before signing Henry L. Hyde to L. F. L. N. & J. E. Suffolk ss. Dec. 29, 1877. Personally appeared the above named Dwight Foster, Lyman Nichols, and Jacob Edwards Trustees and acknowledged the foregoing instrument by them agreed to be their free act and deed. Before me Henry L. Hyde Justice of the Peace Dec. 29, 1877. at one o'clock and thirty minutes P. M. Received Entered and Examined.

Attest Thos. F. Temple Reg.

Boston Water Power Co. ~to~ City of Boston.

L. 1404. Fol. 227.

Dec. 28 1877.

Know All Men by these Presents.

That the Boston Water Power Company a corporation organized and existing under the laws of the Commonwealth of Mass., in consideration of $276 383.20, paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said City of Boston for the purpose of a Public Park the following described parcels of land and flats situated in that portion of said Boston known as the Back Bay and bounded and described as follows. Beginning on the Southerly side of Beacon St. and running Southerly so as to form a right angle with the centre line of the extension of Commonwealth Avenue, as proposed, and intersecting said centre line at a point distant 825 feet from the centre of said West Chester Park 853.45 feet to the location of the Boston & Albany Railroad, thence turning and running Westerly by said railroad 300.09 feet thence turning and running Northerly and parallell to said first named boundary to said Beacon St. 745.70 feet thence turning and running North-easterly on said Beacon St. 316.31 feet to the point of beginning and containing 239.873 square feet of Land and being lot marked A on "A plan of a portion of the lands and flats belonging to

1404-222
1404-225

Boston Water Power Co. to City of Boston quitclaim of lands

the Boston Water Power Co. situated within the limits of a proposed Public Park on the Back Bay" drawn by Fuller & Whitney Engineers dated Dec. 24 1877. and recorded herewith.

Also a certain other parcel of land marked **B.** on said plan and bounded and described as follows; Beginning on the Southerly line of Boylston St. extended as shown on said plan at its point of intersection with the westerly line of Parker St. as widened to 50' and running Westerly on said Southerly line of said Boylston St extended 253.46 feet to a point distant 216 feet from said Westerly line of Parker St. by a line drawn at right angles to said Parker St. thence turning and running Southwesterly and parallell to said Parker St. 656.31 feet. thence turning a right angle and running Southeasterly towards said Parker St. 120 feet thence turning a right angle and running Southwesterly parallell to said Parker Street 100 feet; thence turning a right angle and running Southeasterly to Said Parker St. by a straight line 96 feet; thence turning and running Southwesterly on said Parker St. 300 feet thence turning a right angle and running Northwesterly by a straight line 96 feet thence turning a right angle and running Southwesterly by a

straight line parallell to said Parker St. 100 feet thence turning a right angle and running northwesterly by a straight line 120 feet thence turning an obtuse angle and running by a straight line Southwesterly to the edge of the marsh as shown on said plan 737.83 feet: thence turning a slight angle and running Southwesterly by several lines 581.29 feet to land of one Brooks as shown on said plan thence turning and running Northwesterly by land of said Brooks and other land of said Granton as shown on said plan 441.01 feet thence turning and running Southwesterly by said other lands of said granton 188.06 feet thence turning and running Southeasterly by said other lands of said granton as shown on said plan 2444.20 feet to said land of said Brooks thence turning and running Southwesterly by said land of said Brooks to the edge of the ~~said~~ marsh 167.38 feet thence turning and running in a northerly direction by several curved lines by the said edge of the marsh to said land of Aspinwall 461.41 feet thence turning and running northeasterly by said land of Aspinwall 608.10 feet. thence turning and running Northeasterly in a straight line 1168.5 feet as shown on said plan: thence turning and running Northeasterly by a straight line 646.99 ft.

as shown on said plan thence turning and running northerly by a straight line as shown on said plan to the location of said Boston & Albany Railroad 132.64 feet. thence turning and running easterly by the said railroad 402.13 ft. thence turning and running Southerly by a straight line as shown on said plan 124.14 feet thence turning and running Southeasterly by a straight line as shown on said plan 340.39 feet to the northerly line of Boylston St extended thence turning and running easterly by said line of said Boylston St. extended to the said line of Parker St 356.39 feet: thence turning and running Southwesterly across said Boylston St. extended and on the westerly line of said Parker St. 93.87 feet to the point of beginning and containing 2,181,049 square feet of land. ----

Also a certain other parcel of land marked C. on said plan and bounded and described as follows. Beginning at a point at the intersection of the boundary lines between the land of the grantor and the land of one Weld, with the northerly boundary of the Park as shown by the green shaded line on said plan thence running Southeasterly by said land of said Weld 199.22 feet and thence turning and running northeasterly

at an obtuse angle with the last mentioned boundary 129.61 feet to the edge of the marsh as shown on said plan thence turning and running Southerly on the edge of the marsh by a broken curved line 122.45 feet as shown on said plan; thence turning and running Southwesterly on the edge of the marsh by several curved lines 170.96 feet as shown on said plan thence turning and running Southeasterly 38.74 feet to the edge of the marsh as shown on said plan thence turning and running Southeasterly 223.9 feet and thence running in nearly the same direction 211.32 feet to the edge of the marsh as shown on said plan thence turning and running Westerly on the edge of the marsh by several irregular lines 271.40 feet to the land of one Shimmin thence turning and running Northwesterly 92.15 feet and thence running in nearly the same direction 147.31 feet to the Northwesterly boundary line of the said land of said Shimmin thence turning and running Southwesterly on the land of said Shimmin 69.30 feet to the boundary line of the Park as shown by the green shaded line on said plan. thence turning and running Northwesterly on the said boundary line of the Park by a line curving towards the north 65-8.51 feet to the edge of the marsh as shown on said plan.

thence turning and running Northeasterly on the edge of the marsh by several curved lines curving towards the north 231.43 feet to the land of one L Davis as shown on said plan thence turning and running Southeasterly on said land of said L Davis 67.07 feet thence turning and running Southeasterly on land of said L Davis 79.94 feet thence turning and running North easterly on land of said L Davis 137.17 feet to the boundary line of said Parks as shown by said green shaded line on said plan thence turning and running Southeasterly on the said boundary line of said Parks as shown by said green shaded line on said plan by two curved lines curving towards the east 207.03 feet to the point of beginning containing 378,666. square feet of land

Also a certain other parcel of land marked LB. on said plan and bounded and described as follows.

Beginning at the northerly corner of the granted premises at the intersection of the northeasterly boundary of the granted premises with the boundary of a Park way as shown by a green shaded line on said plan thence running Southeasterly 99.19 feet thence turning and running Southwesterly

on the land of one Thompson 284.23 feet to the edge of the marsh as shown on said plan thence turning and running northwesterly on the edge of the marsh by two irregular lines 73.85 feet to other land of said grantor and to said boundary of said Parkway as shown on said plan thence turning and running northeasterly on said boundary line of said Parkway and by said other land of said grantor 271.70 feet and thence running in nearly the same direction by a line curving slightly towards the north 11.43 feet as shown on said plan to the point of beginning containing 24.2444 square feet of land.

All of said 4 parcels of land are bounded by pink shaded lines as shown on said plan

And said grantor does hereby release said City from all claims and demands for damages in consequence of the locating and laying out of said parcels of land as a Public Park and encroaches thereto and also of grading the same to such grades as said City may determine not exceeding on the outside limit or boundary of said Park 33' above mean low water at the Boston & Albany Railroad ~~existing grade to be reduced from said railroad~~

in the above and manner that the said City may determine to within a distance of 600' on either side thereof where said grade shall not exceed 20' above mean low water.

And for any further distance from said railroad and in so far as the said outside limit or boundary of said Park shall adjoin the land of said grantor the grade of said limit or boundary shall not exceed said 20' above mean low water, in case said City shall determine so to grade the same, but said grade shall be determined by said City before any permanent building shall be erected on said other adjoining land of said grantor, and do also grant to said City the right to place in bank the earth required for said grading upon its land adjoining said outside limit or boundary and that the said grantor will not, and its successors and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulkhead [illegible] said City and its successors and assigns not to remove or permit any person or parties other than said City to remove any portion of the filling placed or

stored upon the lands of the grantor adjoining said Park, in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of the adjoining lands of said grantor.

To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its heirs and assigns to their own use and behoof forever but for the purpose of a Public Park.

And said corporation hereby covenants with the said grantee and its heirs and assigns that it is lawfully seized in fee simple of the granted premises that they are free from all encumbrances that it has good right to sell the same as aforesaid and that it will Warrant and Defend the same to the said grantee and its heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof the said Boston Water Power Co. has caused its Corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by James S. Whitney its President & William B. Brown its Treasurer hereto duly authorized this 28th day of Dec. 1877.

The Boston Water Power Co. by James S Whitney

Prest. William B. Brown Treas. and the
Corporate Seal [illegible] signed and sealed in
presence of. The words from "it" to "Tract"
inclusive in the 10th & 11th lines and the words
from "at" to "aforesaid" inclusive in the 42 & 43
lines of the first page being erased and "93.87
feet" being interlined in the 21 line of the 2d
page before signing [illegible]
Commonwealth of Mass. Suffolk ss Dec 28, 1877.
Then personally appeared the above named James
S. Whitney & Will^m B. Brown and acknowl-
edged the foregoing instrument to be the free act
and deed of the Boston Water Power Co. before
me Benj^n D Hyde Justice of the Peace.

Boston Dec. 28, 1877.

[illegible] Meeting [illegible]
Boston Water Power Co. legally notified held
this day at 10 o'clock A.M. it was unanimously
Voted (a quorum being present)

"That the President & Treasurer of the
Boston Water Power Co. are hereby authorized
and directed to sign execute acknowledge and
deliver in the name and behalf of the Boston
Water Power Co. and to affix the seal of the
Corporation thereto the four several deeds
conveying lands to the City of Boston for
a Public Park and other purposes copies
of which are hereto annexed and marked

"A." "B." "C." & "D." accompanying plans of said territory to be recorded in Suffolk Registry of Deeds." Directors Records p. 66

A true copy; And I further certify that the foregoing deed is the deed of which the copy marked "A." is referred to in the above note. W. B. Brown. Clerk

Dec. 29 1877 at one o'clock and thirty minutes P.M. Received Entered & Examined

Attest Thos. F. Temple Regr.

Know All Men by these Presents.

That the Boston Water Power Company a corporation organized and existing under the laws of the Commonwealth of Mass. in consideration of One Dollar and in further consideration of ten cents per square foot for each and every square foot hereby conveyed payed by the City of Boston the receipt whereof is hereby acknowledged do hereby give, grant, bargain sell and convey unto the said City of Boston for the purposes of a Public Park all of the lands and flats of the said Boston Water Power Co. which are situated within the limits & boundaries of a proposed Public Park on the Back Bay of the City of Boston as shown on a ~~authorized~~ outlined "plan of a proposed public park in the Back Bay in the City of

Boston Water Power Company to City of Boston

B. 1404 Fol. 230.

Dec 28 1877

... plan made by Edward M. Wood Company ... and dated Dec. 13 1897" to be recorded with the Suffolk Registry of Deeds, except 2,823,832. square feet of land within the limits of said proposed Park as shown on said plan which have this day been conveyed to said City of Boston by said Boston Water Power Co. by its deed to be herewith recorded. Meaning and intending hereby to convey all the lands and flats of the said Boston Water Power Co. situated within the limits and boundaries of said Public Park as shown on said plan which have not this day been conveyed to said City by said their deed.

To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston its successors and assigns to its and their own use and behoof forever, but for the purposes of a Public Park.

And said Corporation hereby covenants with the said grantee and its heirs and assigns that it is lawfully seized in fee simple of the granted premises: that they are free from all incumbrances; that it has good right to sell and convey the same as aforesaid; and that it will Warrant and Defend the same to the said grantee and

its heirs and assigns forever against the lawful claims and demands of all persons.

In Witness Whereof the said Boston Water Power Co. has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by James S. Whitney its President & William B. Brown its Treasurer hereto duly authorized this 28 day of Dec. 1877.

The Boston Water Power Co. by James S. Whitney Pres. Will. B. Brown Treas. and the Corporate Seal. Signed and Sealed in presence of Henry W. Hyde Commonwealth of Mass. Suffolk ss. Dec 28 1877. Then personally appeared the above mentioned J. S. W. & W. B. B. and acknowledged the foregoing instrument to be the free act and deed of the B. W. P. Co. Before Henry W Hyde Justice of the Peace.

Boston Dec. 28, 1877.

At a meeting of the Directors of the B. W. P. Co. legally notified held this day, at 2 o'clock P. M. it was unanimously voted -- A quorum being present -- That the President and Treasurer of the B. W. P. Co. are hereby authorized and directed to sign execute and acknowledge and deliver in the name and behalf of the B. W. P. Co. and to affix the seal of the Corporation thereto -- the four several

deeds conveying land to the City of Boston for a Public Park and other purposes copies of which are hereto annexed and marked "A." "B." "C." "D." accompanying plans of territory to be recorded in Suffolk Registry of Deeds

A true copy of record Pr. 66 and I further certify that the foregoing deed is the deed to which the plan marked "C" is referred to in the above note

Wm. U. Brown Clerk.

Dec 29 1877 at one o'clock and 30 minutes P. M. Received Entered and Examined

Attest Thos F. Temple Reg.

Boston W. P. Co. — to — City of Boston

G. 1405
F. 120
Jan. 4
1878

Know all Men by these Presents,

That the Boston W. P. Co. a corporation organized and existing under the laws of the Commonwealth of Mass. in consideration of One Dollar and other valuable considerations to it paid by the City of Boston, the receipt whereof is hereby acknowledged does hereby give and grant unto the said City of Boston the right to build and maintain a street not exceeding a grade of 20 feet above mean low water mark, extending around but within the ~~limits~~ boundaries

its heirs and assigns forever against the lawful claims and demands of all persons.

In Witness Whereof the said Boston Water Power Co. has caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by James S. Whitney its President & William B. Brown its Treasurer hereto duly authorized this 28 day of Dec. 1877.

In Boston Water Power Co. by James S. Whitney Pres. Will. B. Brown Treas. and the Corporate Seal. signed and Sealed in presence of Henry D. Hyde Commonwealth of Mass. Suffolk ss. Dec 28 1877. Then personally appeared the above mentioned J. S. W. & W. B. B. and acknowledged the foregoing instrument to be the free act and deed of the B. W. P. Co. Before Henry D. Hyde Justice of the Peace.

Boston Dec. 28, 1877.

At a meeting of the Directors of the B. W. P. Co. legally notified held this day at 2 o'clock P. M. it was unanimously voted -- A quorum being present -- That the President and Treasurer of the B. W. P. Co. are hereby authorized and directed to sign execute ~~and~~ acknowledge and deliver in the name and behalf of the B. W. P. Co. and to affix the seal of the Corporation thereto - the four several

deeds conveying land to the City of Boston for a Public Park and other purposes copies of which are hereto annexed and marked "A." "B." "C." "D." accompanying plans of territory to be recorded in Suffolk Registry of Deeds

A true copy. Record by me

and I further certify that the foregoing deed is the deed of which the copy marked "C" is referred to in the above note

Wm. B. Brown Clerk.

Dec 29 1877 at one o'clock and 30 minutes P. M. Received Entered and Examined

Attest Thos F. Temple Reg.

Know all Men by these Presents,

That the Boston W. P. Co. a corporation organized and existing under the laws of the Commonwealth of Mass. in consideration of One Dollar and other valuable considerations to it paid by the City of Boston, the receipt whereof is hereby acknowledged does hereby give and grant unto the said City of Boston the right to build and maintain a street not exceeding 4 rods wide above mean low water mark, extending around but within the ~~limits~~ boundaries

Boston W. P. Co. — to — City of Boston

L. 1405 F. 120 Jan. 4 1878

line of the proposed Public Park on the Back Bay in the City of Boston as shown on a "Plan of a proposed Public Park on the Back Bay in the City of Boston made by Thomas Doane Civil Engineer and Surveyor Dec 15 1877 and recorded with Suffolk Deeds. And for the above-named consideration, the said Corporation does hereby give and grant unto the said City of Boston the right to elope or bank the filling when required for grading said street upon the respective parcels of land of the grantor adjoining or surrounding said proposed Park: And the said Corporation does hereby covenant and agree with the said City of Boston that it and its assigns will not and shall not make or have any claim against said City for damages in consequence of the omission of said City to build or maintain a retaining wall or bulkhead to support such filling. And it does hereby further covenant and agree for itself and its assigns not to remove or permit to be removed by any person other than said City any portion of the said filling placed or sloped upon the respective parcels of land of the grantor adjoining or surrounding said proposed Public Park in grading said street as aforesaid until a retaining wall

a bulk head to support said filling shall be built upon the line of the respective parcels of land of the said grantor adjoining or surrounding said proposed Public Park.

In Witness

Whereof the said B. W. & Co. have caused its Corporate Seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by James S. Whitney its President and William B. Brown its Treasurer hereto duly authorized this 4th day of January 1878. Signed B. W. & Co. by J. S. W. Pres. W. B. B. Treas. and the Corporate Seal In presence of W. H. Berry

Commonwealth of Mass. Suffolk ss. Boston Jan. 4 1878. Then personally appeared the above named W. B. Brown and acknowledged the foregoing instrument to be the free act and deed of the B. W. & Co. before me Geo E Carr Justice of the Peace Jan. 9th 1878 at 2.32 o'clock P. M. Received Entered and Examined

Attest Thos F. Temple Reg.

Boston Water Power Co
-to-
City of Boston
L. 1423
F. 72

June 15
1878

Know All Men by these Presents
That the Boston Water Power Company
a Corporation duly established by law
in the Commonwealth of Mass.
For consideration of One Dollar to it paid
by the City of Boston a municipal corpo-
ration duly established by law in said
Commonwealth the receipt whereof is hereby
acknowledged does hereby for itself and
its successors and assigns covenant and
agree with the said City of Boston to
make no claim or demands whatever upon
said City of Boston for damages costs
expenses or compensations for or on account
of, or in any way growing out of the taking and
laying out for a Public Park and approaches
thereto of so much of the lands, within the limits
of the proposed Public Park on the Back Bay
conveyed by said Company to said City by
deed dated Dec 28 1877 and recorded with
Suffolk ~~Registry~~ Deeds Libro 1404 fol. 230 as
is shown on nine plans specified and
referred to in a receipt of even date herewith
given by said Company to said City, copies
of which plans are deposited with said
receipt in the Office of the City Auditor
and also growing out of establishing the
grades of said lands at a grade not exceeding

on the outside limit or boundary of said park the height of 20 feet above mean low water mark if said City shall so take and lay out and grade the same: but this release is made upon the stipulation and agreement that said City shall establish the grade aforesaid before any permanent building or structure shall be built upon the lands of said company adjoining the proposed Public Park referred to in the deed to said City above mentioned. And for the above named consideration said Company does also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said Park to the grade to be established as aforesaid upon its lands adjoining the lands conveyed to said City by the deed above mentioned and does hereby for itself and its successors and assigns covenant and agree with the said City of Boston that it will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling. And further that it will not and they shall

not remove or permit to be removed by any person other than said City any portion of the filling placed or sloped upon its said lands adjoining the lands conveyed by the deed aforesaid in grading said park as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of the said adjoining lands.

To Have and To Hold the granted premises to the said City of Boston and its successors and assigns to their own use and behoof forever. In Witness Whereof the said B. W. P. Co. has caused its Corporate Seal to be hereto affixed & these presents to be signed acknowledged and delivered in its name and behalf by James S. Whitney its President and William B Brown its Treasurer this 15 day of June 1878.

B. W. P. Co. J. S. W. Prest. W. B. B. Trs. and the Corporate Seal. in presence of (the word "Slope" having been written over an erasure before signing) James R. Carret Commonwealth of Mass Suffolk ss. Boston June 15 1878. Then personally appeared the above named J. S. W. Prest. & W. B. B. Trs. as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the said B. W. P. Co. before me James R Carret Justice of Peace

At a meeting of the Board of Directors of the B. W. P. Co. duly notified and held at Boston on the 14th day of June 1878 the following vote was passed. Voted That J. S. Whitney the President & W. B Brown the Treasurer of the B. W. P. Co. are hereby authorized in the name and behalf of the Company and for a nominal consideration to execute acknowledge and deliver to the City of Boston from time to time instruments containing a covenant not to claim damages for the taking and laying out for a Public Park and Approaches thereto of so much of the lands conveyed by the Company to said City by deed dated Dec 28 1877 and recorded with Suffolk deeds Libro 1404 folio 230 as may be at such times paid for by said City and also for establishing the grade of said lands at a grade not exceeding on the outside limits or boundary of the Park 20 feet above mean low water mark and containing also a grant of right to slope filling on the lands of said Company adjoining the lands conveyed by said deed together with covenants as to a retaining wall or bulk head and removal of filling such as are usual in releases of the fee of

private ways to said City

A true copy from the records
Attest W. B. Brown Clerk.

June 15 1878 at 2.35 o'clock P.M. Received
Entered and Examined
Attest Thos F. Temple Reg.

Know all Men by these Presents.
That I John F. Brinton, of Philadelphia, in
the State of Pennsylvania, in consideration of
Brinton to City of Boston — $5713.30 to me paid by the City of Boston in the
County of Suffolk and Commonwealth of Mass.
the receipt whereof is hereby acknowledged, do hereby
remit release and forever quitclaim unto said
City for the purpose of a Public Park all my
L. 1412 F. 274 — undivided half of a certain parcel of land being
marsh and flats situate in that part of said
March 5 1878 — City which was formerly called Roxbury in the
County of Norfolk and now in the County of Suffolk
bounded as follows, reference being had to a plan
drawn by Fuller and Whitney, dated February 11, 1878.
and recorded herewith viz:— Beginning at the
Northeasterly corner of the premises and running
Southwesterly on land now or late of the Boston Water
Power Co. 202.68 feet; then turning and running
Southeasterly, in a straight line on other land of

the grantor and of William E. Binney 866.20 feet; to where it intersects the arc of a circle drawn with a radius of 1811 feet; thence running Southerly and bounded Westerly on other land of the grantor and of said Binney on said arc of a circle 119.57 feet to the thread of a creek which separates the land of the grantor and of said Binney from land now or formerly of the Boston W. P. Co. and marked on said plan "Back Bay Park"; thence turning at an acute angle and running Northerly on land of said B. W. P. Co. by the thread of said creek 172.97 feet to land formerly of Isaac Davis deceased; thence running Northerly & Northwesterly by the thread of said creek on land formerly of said Davis 608.65 feet; then turning and running Northwesterly 303.37 feet to the point of beginning and containing 118,266. square feet of land according to said plan be all said measurements and contents more or less And the said grantor do hereby release said City from all claims and demands for damages which may accrue in consequence of the locating and laying out of said parcel of land as part of a Public Park if said City shall so locate and lay out the same and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park 20 feet above mean low water, in

case said City shall determine to grade the same. And I do also give and grant to said City the right to slope or bank the filling where required for said grading upon any other land adjoining said outside limit or boundary, and that I will not and my heirs and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulkhead to support such filling

And I do hereby covenant for myself my heirs and assigns not to remove or ~~cause~~ permit any person or party claiming under me, other than said City, to remove any portion of the filling placed or sloped upon my land adjoining said Park in grading the same as aforesaid, until a retaining wall or bulk-head shall be built upon the line of my adjoining land. To Have and To Hold the granted premises to the said City its successors and assigns with all the privileges and appurtenances thereto belonging to their own use and behoof forever, but for the purpose of a Public Park. In witness whereof, I the said John F. Brinton, being unmarried, have hereunto set my hand and seal this 5th of March 1878 John F. Brinton his + mark and a seal Signed Sealed and delivered, the words "being unmarried", being first interlined, in presence of Jesse Brinton Edw.

Shippen State of Pennsylvania City and
County of Philadelphia ss I Edward Shippen,
a Commissioner for the commonwealth of Mass.
residing in the City and County of Philadelphia
and State of Penn. do certify that on the ~~28th~~
7th day of March 1878 the within named
John F Brinton personally appeared before
me in the City and County of Phil. and
State aforesaid and acknowledged the
foregoing deed by him signed to be his free
act and deed. In witness whereof I have
hereto set my hand and ~~affixed~~ my Official
at the City and County of Phil. and State of
Penn. this 7th day of March 1878. Edward
Shippen A Com. of Mass. and his Official
Seal —— March 19 1878 at 12.40 o'clock P. M.
Received Entered and Examined

Attest Thos. F. Temple Reg.

Know all men by these Presents

That I William G. Birney of Burlington in the State of New Jersey in consideration of five $ 5913.30 to me paid by the City of Boston in the County of Suffolk and Common. of Mass., the receipt whereof is hereby acknowledged, do hereby remise release and forever quitclaim unto said City, for the purpose of a "Public Park" all my undivided half of a certain parcel of land, being marsh and flats situate in that part of said City which was formerly called Roxbury in the County of Norfolk and now in the County of Suffolk, bounded as follows, reference being had to a plan drawn by Fuller and Whitney dated Feb. 11 1878 and recorded herewith viz:- Beginning at the Northeasterly corner of the premises, and running Southwesterly on land now or late of the Boston Water Power Co. 202.68 feet, then turning and running Southeasterly in a straight line on other land of the grantor and John H. Brinton 866.20 feet to where it intersects the arc of a circle drawn within a radius of 180 feet; thence running Southerly and Southwesterly on other land of the grantor and of said Brinton on said arc of a circle 119.57 feet to the thread of a creek which separates the land of the grantor and of said Brinton from

Birney to City of Boston

L. 1412 Fol 275

March 5 1878.

land now or formerly of the B. W. P. Co. and marked on said plan "Back Bay Fens" thence turning at an acute angle and running Northerly on land of said B. W. P. Co. by the thread of said creek 172.97 feet to land formerly of Isaac Davis deceased; thence running Northerly and Northwesterly by the thread of said creek on land formerly of said Davis 608.65 feet; then turning and running Northwesterly 303.37 feet to the point of beginning and containing 118,966 square feet of land according to said plan, be all said measurements and contents more or less. And I the said grantor do hereby release said City from all claims and demands for damages which may accrue in consequence of the locating and laying out of said parcel of land as part of a Public Park if said City shall so locate and lay out the same and also of grading the same to such grade as said City may determine, not exceeding on the outside limit or boundary of said Park twenty feet above mean low water in case said City shall determine to grade the same

And I do also give and grant to said City the right to slope or bank the ~~said~~ filling, where required for said grading, upon

my other land adjoining said outside limit or boundary and that I will not and my heirs and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling And I do hereby covenant for myself my heirs and assigns not to remove or permit any person or party claiming under me other than said City to remove any portion of the filling placed or sloped upon my land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk-head shall be built upon the line of my adjoining land

To Have and To Hold the granted premises to the said City its successors and assigns with all the privileges and appurtenances thereto belonging to their own use and behoof forever but for the purpose of a Public Park

In witness whereof I the said William G. Binney together with Marie L. Binney my wife who joins in this conveyance in token of her release of dower and homestead in the released premises, have hereto set our hands and seals this fifth day of March 1878 W. G. Binney, Marie Louise Binney and each a Seal Signed, Sealed and delivered, 14 words

being first interlined, in presence of Edw.
S. Gansing Franklin Wodman State of
New Jersey City and County of Burlington ss.
Be it remembered that on the 14th day
of March 1878 before me the subscriber
a Notary Public in and for said State,
personally appeared William G. Binney
and Marie Louise Binney his wife well
known to me and the grantors named in
the within deed and severally acknowledged
they signed sealed and delivered the same
as their free and voluntary act and deed
In witness whereof I have hereunto set
my hand and Notarial Seal the date above
written Franklin Wodman Notary Public
and his Notarial Seal — March 19 1878
at 12.40 o'clock P.M. Recorded Entered &
Examined

Attest Thos F. Temple Reg.

Know all Men by these Presents.
That we Salane Davis, widow of Isaac
Davis deceased and John L. & Wolf both
of that part of the City of Boston which
Davis et al was formerly Roxbury in the County of
to Norfolk now Suffolk County and Henry
City of S. Brigham of Lexington in the County of
Boston Middlesex, in consideration of $7,235.60
to us paid by the City of Boston the receipt
L. 1412 whereof is hereby acknowledged do hereby
F. 276. remit release and forever quit claim unto
said City of Boston for the purpose to
Feb. 11 a Public Park a certain parcel of land
1878. being marsh and flats in that part of
said City above mentioned bounded as
follows (Beginning at the Southerly angle
or corner thereof and running Northeastly
on land formerly of Kraft and now late
of the Boston Water Power Co. 137.17 feet; then
turning Northerly and bearing Westerly on a
curved line of 180 feet radius and bounding
Northerly on other land of the grantor 102.10 feet
thence running from the Northwesterly end of
said curved line Northwesterly in a straight
line 597.34 feet to land of W. G. Bassing et al
at a point in a creek running into Muddy
River, then turning and running Southerly
by the thread of said creek which divides

the land of the grantors from the land of said Birney et al 608.65 feet; thence running and running Easterly 45.90 feet in a straight line to an angle; thence running Southeasterly 67.07 feet to another angle; thence running more Southerly 79.94 feet to the Southerly angle or corner begun at the last three lines making the division line between the land of the grantors herein conveyed and land now or late of the B. W. P. Co. containing 72,856. square feet according to a plan of it drawn by Fuller & Whiting dated Feb. 11, 1878. to be hereafter recorded reference thereto being made and the said contents ~~and~~ and lengths of boundary lines more or less And we the said grantors do hereby release said City from all claim and demands for damages in consequence of the locating and laying out of said Park and said parcel of land as a part thereof and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park 20 feet above mean low water in case said City shall determine to so locate and lay out and grade the same.

And we do ~~hereby~~ also give and grant to said City the right to slope on bank the filling

where required for said grading, upon our other land adjoining said outside limit or boundary and that we will not and our heirs and assigns shall not make or have any claim against said City for damages in consequence of the omission to build or maintain a retaining wall or bulk head to support such filling and we do hereby covenant for ourselves and our heirs and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk-head shall be built upon the line of our adjoining land.

To Have and To Hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said City, its successors and assigns, to their own use and behoof forever; but only for the purpose of a Public Park

And we do hereby for ourselves and our heirs executors and administrators covenant with the said grantee its successors and assigns that the granted premises are free from all incumbrances made or suffered by us and that we will warrant and defend

the same to said grantee its successors and assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none other. In witness whereof we the said Salome Davis, John L. L. Wolf and Henry B. Brigham and Mary wife of said Henry B. Brigham in token of release of all right and claim of dower in the granted premises, hereunto set our hands and seals this 11th day of Feb. 1878 Salome Davis John L. L. Wolf Henry B. Brigham Mary E. Brigham and each a seal. Signed sealed and delivered in presence of the words "of release" being interlined before signing also 6 words between the 1st & 2d lines on the 2d page of this deed Elizabeth B. Brigham Geo Griggs witness to signatures of J. L. L. W. witness B. F. Batcheller Commonwealth of Mass Suffolk ss. Feb. 19 1878. Personally appeared the above subscribing Hy B. Brigham and John L. L. Wolf and acknowledged the above instrument to be their free act and deed Before me George Griggs Justice of the Peace — March 20 1878 at 12.27 oclock P. M. Received Entered and Examined

Attest Thos F. Temple Reg.

Shaw & al
— to —
City of
Boston

L. 1493
F. 157.

Know all Men by these Presents.

That we Roland C. Shaw of Boston in the County of Suffolk and Commonwealth of Mass. and William C. Shaw of New York City County and State in consideration of $6625.60 paid by the City of Boston in the County of Suffolk aforesaid the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto said City of Boston its successors and assigns forever two undivided thirds parts of a certain parcel of marsh land in that part of Boston formerly Roxbury being that part of the marsh land called the Riley Heath Marsh which is included within the limits of the Public Park of the City of Boston as the same are shown upon a plan thereof by Thomas Doane dated Dec 15th 1877. and recorded in Suffolk Registry of Deeds Book of Plans No 5 and referred to in the deed of the Boston Water Power Co. to the said City of Boston dated Dec 28 1877 and recorded with Suffolk Deeds Lib 1404 fol 230

Said Riley Heath Marsh as a whole is bounded easterly on land of the B. W. P. Co. northerly on Muddy River so called westerly on a small creek and southerly on a small creek separating it from land of Alex. S. Otis and in part on land of the B. W. P. Co.

said parcel is also shown on a plan drawn by Messrs Fuller and Whitney dated June 1st 1878 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown on said plan which is recorded herewith and is hereby referred to and adopted as a part of this description. Subject to the taxes for the year 1878 as assessed May 1st 1878 to be assumed and paid by the grantee And we do hereby for ourselves and our heirs and assigns release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a Public Park and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park 2 feet above mean low water mark in case said City shall so locate lay out and grade the same. And we do also give and grant to said City the right to slope or bank the filling where required for such grading upon our land adjoining said outside limit or boundary and that we will not and our heirs and assigns shall not make or

have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling.

And we do hereby covenant and agree for ourselves and our heirs and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk-head to support such filling shall be built upon the line of our adjoining land.

To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever.

And we do hereby for ourselves and our heirs executors and administrators covenant with the said grantee and its successors and assigns that we are lawfully seized in fee simple of the granted premises: that they are free from all incumbrances except as aforesaid that we have good right to sell and convey the same as aforesaid: And that we will and our heirs executors and administrators shall warrant and defend the same

to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid. And for the consideration aforesaid I Ida H. Shaw wife of said William C. Shaw do hereby release unto the grantee and its successors and assigns all right & c to both dower and homestead in the granted premises. In witness whereof we the said Roland C. Shaw ~~being married~~ and William C. Shaw and Ida H. Shaw said Roland C. Shaw being unmarried hereunto set our hands and seals this 10th day of June 1878. Roland C. Shaw William C. Shaw Ida H. Shaw and each a seal Signed and sealed in presence of Joseph H. Newton. Augustus Buckingham witness for W. C. Shaw and Ida H. Shaw his wife Dudley A Dow to R. C. S. Commonwealth of Mass. Suffolk ss. Boston June 14th 1878 Then personally appeared the above named Roland C. Shaw and acknowledged the foregoing instrument to be his free act and deed before me Dudley A Dow Justice of the Peace — June 19 1878 at 12.25 o'clock P. M. Received Entered and Examined

Attest Thos. J. Temple Reg.

Rues Gdn
— to —
City of
Boston

G. 1428
Fol 158

Know all Men by these Presents.
That whereas I Augustus Rues of Boston County of Suffolk in the Commonwealth of Mass. as Guardian of Frank C. Shaw of Vicksburg Mississippi minor and child of Frances C. Shaw late of Vicksburg aforesaid by virtue of a license granted to me on the third day of June instant by the Probate Court for the County of Suffolk in said Commonwealth have sold the real estate of the said minor hereinafter described at private sale to City of Boston for the sum of $1656.40 to me paid by the said City of Boston the receipt of which sum is hereby acknowledged. I do as Guardian as aforesaid and by virtue of the aforesaid license hereby grant bargain sell and convey unto the said City of Boston its successors and assigns forever said minors one undivided sixth part derived by inheritance from his grandmother Sally Shaw of a certain parcel of marsh land in that part of Boston formerly Roxbury being that part of the marsh land called the Riley Heath Marsh which is included within the limits of the Public Park of the City of Boston as the same are shown on a plan thereof by Thomas Doane dated Dec 15th 1877 and recorded in Suffolk Registry of Deeds Book of Plans No. 5 and referred to in the deed of the B. W. P. Co. to the said City of Boston

dated Dec. 28 1877 and recorded with Suffolk Deeds Lib 1404 fol 280. Said Foley Heath marsh as a whole is bounded easterly on land of the B. W. P. Co. northerly on Muddy River so called; westerly on a small creek & southerly on a small creek separating it from land of Alex. S. Porter and in part on land of the B. W. P. Co. Said parcel is also shown on a plan drawn by Messrs. Fuller and Whitney dated June 1st 1878 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown upon said plan which is recorded herewith and is hereby referred to and adopted as a part of this description. Subject to the taxes for the year 1878 as assessed May 1st 1878 to be assumed and paid by grantee. And I do hereby release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a Public Park and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park 20 feet above mean low water mark in case said City shall so locate lay out and grade the same

And I do also give and grant to said City the right to slope or bank the filling where required for grading upon land of said minors adjoining said outside limit or boundary and that I will not and my successors and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulkhead to support such filling.

And I do hereby covenant and agree for my self and my successors and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said bank in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of said minors adjoining land

To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever And I hereby covenant with the grantee and its successors and assigns that I am the duly appointed and legal Guardian of the said

minor: that the license aforesaid was granted by a court of competent jurisdiction that I gave a bond to account for and dispose of the proceeds of such sale according to law which bond was approved by the Judge of the aforesaid Probate Court: and that I have in all respects complied with the decree of said Court authorizing said sale. In witness whereof I hereto set my hand and seal this 10th day of June 1878 Augustus Rice Guardian and a seal Signed and sealed in presence of P. H. Sears Com. of Mass. Suffolk ss. June 14-1878 Then personally appeared the above named Augustus Rice Guard. and acknowledged the foregoing instrument to be his free act and deed before me Philip H. Sears Justice of the Peace — June 19 1878 at 12.25 o'clock P. M.

Recd Ent. & Examined

Attest Thos F Temple Reg.

Know all Men by these Presents.

That F. Augustus Rives of Boston in the County of Suffolk and Commonwealth of Mass. Trustee under the last will of Margaret D Heath late of Boston in the County of Suffolk and Commonwealth of Mass. deceased which will was duly proved and allowed by the Probate Court for said County on Dec. 3d 1877 by virtue of a license granted to me on the 3d day of June inst. by the Probate Court for the County of Suffolk in said Commonwealth have sold the real estate held by me as such Trustee hereinafter described at private sale to the City of Boston for the sum of $1656.40. Now therefore in consideration of the said sum of $1656.40 to me paid by the said City of Boston the receipt of which sum is hereby acknowledged I do as Trustee as aforesaid and by virtue of the aforesaid license hereby grant bargain sell and convey unto the said City of Boston its successors and assigns forever one undivided sixth part of a certain parcel of marsh lands in that part of Boston formerly Roxbury being that part of the marsh land called the Tileg Heath Marsh which is included within the limits of the Public Park of the City of Boston as the same are shown

Rives Tr.
—to—
City of
Boston

L. 1423
Fol. 159

upon a plan thereof by Thomas Doane dated Dec. 15 1877. and recorded in Suffolk Registry of Deeds Book of Plans No 5 & referred to in the deed of the B. W. P. Co. to the said City of Boston dated Dec 28 1877 and recorded with ~~the~~ Suffolk Deeds Lib. 1404 fol 230. Said Riley Heath March as a whole is bounded easterly on land of the B. W. P. Co. northerly on Muddy River so called; westerly on a small creek; and southerly on a small creek separating it from land of Alex. S. Porter and in part on land of the B. W. P. Co. Said parcel is also shown on a plan drawn by Messrs. Fuller & Whitney dated June 1st 1878 and the land hereby intended to be conveyed is the land and flats embraced within the red lines shown upon said plan which is recorded herewith and is hereby referred to and adopted as a part of this description Subject to the taxes for the year 1878 as assessed May 1st 1878. to be assumed and paid by the grantee. And I do hereby for myself and my successors and assigns release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a

Public Park and also of grading the same to such grade as said City may determine not exceeding on the outside limit or boundary of said Park 20 feet above mean low-water mark in case said City shall so locate lay out and grade the same. And I do also give and grant to said City the right to slope or bank the filling where required for said grading upon land held by me as Trustee adjoining said outside limit or boundary: And that I will not and my successors or assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulk-head to support such filling. And I do hereby covenant and agree for myself and my successors and assigns not to remove or permit any person or party other than said City to remove any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid until a retaining wall or bulk-head to support said filling shall be built upon the line of adjoining land held by me as Trustee. To Have and To Hold the above granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns

to their own use and behoof forever.
In witness whereof I the said Augustus Russ
Trustee hereunto set my hand and seal this 10th day
of June 1878. Augustus Russ Trustee and a seal
Signed sealed and delivered in presence of P. H.
Sears Comm. of Mass Suffolk ss. June 14 1878
Then personally appeared the above named Augustus
Russ Trustee and acknowledged the foregoing instru-
ment to be his free act and deed before me Philip H.
Sears Justic of the Peace —— June 19 1878 at
12.25 o'clock P. M. Recd. Entd. & Exam'd.
Attest Thos. F. Temple Reg.

1461-21-37-29

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